

80729 Book 131

FORM NO. 1118 CLASS E

Demaree Stationery Co., 808 Walnut, Kansas City, Mo.

Kansas Real Estate Mortgage

This Indenture. Made this 21st day of May, A. D. 1962, between
FORD ENGINEERING & CONSTRUCTION CO., A Nebraska corporation,
 (sometimes herein called the Mortgagor)

of Douglas County, in the State of Nebraska, of the first part,

and **DON J. McMURRAY CO.,** a Nebraska corporation, (sometimes herein
 called the Mortgagee)

of Douglas County, in the State of Nebraska, of the second part:

WITNESSETH: THAT SAID PART OF THE FIRST PART, in consideration of the sum
 of (\$21,000.00) Twenty-One Thousand and No/100 - - - - - DOLLARS,

the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey /
 successors

unto said party of the second part, its / heirs and assigns, all of the following described real

estate situated in Douglas County and State of Kansas, to-wit:

Lot Eighteen (18) in Block One Hundred Thirty-Five (135) in the

City of Eudora, as surveyed, platted and recorded,

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said
 Ford Engineering & Construction Co.

has this day executed and delivered one (1) certain promissory note in writing to said

party of the second part, of which the following in the principal amount first above
 written, with interest, payable as specified in said note, the final payment
 of which shall become due on June 1, 1974; and

Mortgagor covenants and agrees to keep said premises insured for the
 protection of Mortgagee in such manner, in such amounts and in such companies
 as Mortgagee may from time to time approve, and to keep the policies therefor,
 properly endorsed, on deposit with Mortgagee; and that loss proceeds (less expenses
 of collection) shall, at Mortgagee's option, be applied on said indebtedness,
 whether due or not, or to the restoration of the improvements; and

Mortgagor covenants and agrees to pay all taxes and special assessments of
 any kind that have been or may be levied or assessed within the State of Kansas
 upon said premises, or any part thereof, or upon the note or debt secured
 hereby, or upon the interest of the Mortgagee in said premises or in said note
 or said debt, before the same become delinquent, and deliver to the Mortgagee
 the official receipts therefor;

Now, If said party of the first part shall pay, or cause to be paid, to said party of the second part or its /
 successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, accord-
 ing to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain
 in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when
 the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises
 or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and
 interest thereon, shall and by these presents become due and payable, and said party of the second part shall be
 entitled to the possession of said premises.

caused this mortgage to be executed, attested and sealed by its authority

IN WITNESS WHEREOF, The said party of the first part has / ~~XXXXXX~~ the day and year
 first above written.

ATTEST:

Donald B. Ford
 Secretary

FORD ENGINEERING & CONSTRUCTION CO.
 By: *John P. Ford*
 President

In Release See Book 135 page 12
 For Assignment See Book 131 Page 509
 For Assignment See Book 131 Page 506